

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Annabelle Yao, on behalf of herself and all others similarly situated,)	
)	
)	No.: 1: 18-cv-07865
Plaintiffs,)	
)	
)	Judge: Hon. Kocoras
v.)	Magistrate Judge Young B. Kim
)	
Carillon Tower/Chicago LP., et. al.,)	
)	
Defendants.)	
	}	

ORDER

This matter coming to be heard on status on Plaintiffs' citation to discover assets and Defendants' Consent Judgment, the Court having been advised on the premises, IT IS HEREBY ORDERED:

Judgments

1. Plaintiff Yao has a judgment against Defendant Carillon Tower/Chicago LP with an unpaid balance of Two Hundred Seventy Six Thousand Eight Hundred and Seventy-Seven Dollars (\$276,877) ("Yao Judgment").
2. Plaintiff Class and Class Counsel currently have a judgment against Defendants for One Million Six Hundred Thousand Fifty Dollars (\$1,650,000) ("Settlement Agreement Judgment").
3. Defendants hereby agree to entry of judgment in favor of the Plaintiff Class and Class Counsel in the amount of Twenty Seven Million Five Hundred Thousand Dollars (\$27,500,000) to enforce Defendants' payment obligation under the Settlement Agreement in this matter ("Consent Judgment"). The Consent Judgment will be signed by Mr. Ding and Mr. Laytin, individually and as representatives of all corporate Defendants.

Payment Schedule

4. Defendants shall pay \$76,877 on October 7, 2022; \$100,000 on November 11, 2022; \$100,000 on December 9, 2022; and \$100,000 on January 6, 2023. These payments will be allocated toward the Settlement Agreement Judgment.
5. On or before 120 days of this Order, Defendants shall pay the remaining balances of the Settlement Agreement Judgment and the Yao Judgment.

Stay of Citations

6. In consideration of signing the Consent Judgment, the Class and Class Counsel will agree to suspend any Citation proceedings associated with the collection of the Consent Judgment for 120 days from the entry of this Order, or until January 13, 2023.

7. In consideration of the payments mandated by paragraph 4 above and the additional recent payments to Ms. Yao, Ms. Yao, the Class and Class Counsel will agree to suspend Citation proceedings on the Yao and Settlement Agreement judgments until 120 days from the entry of this Order, or until January 13, 2023.

8. If the Defendants fail to pay in full any of the four payments mandated by paragraph 4 above on the due date, Ms. Yao, the Class and Class Counsel will immediately resume the Citation proceedings associated with the outstanding balances on the Yao and Settlement Agreement judgments, subject however to the grace period referenced below.

9. If Defendants make a partial payment on or before any of the four payment due dates mandated in paragraph 4 above, Defendants shall have a ten (10) day grace period to complete the full payment. If Defendants make a timely partial payment, but fail to complete the full payment within the ten-day grace period, Ms. Yao, the Class and Class Counsel will immediately resume the Citation proceedings associated with the outstanding balances on the Yao and Settlement Agreement judgments.

10. Defendants represent that they are entering into the Consent Judgment as well as this agreed order and payment plan in good faith, as a voluntary business accommodation to the Plaintiff Class, and not for the purposes of delay, to waste assets or to run out the clock on the various bankruptcy claw-back provisions.

11. Failure of Defendants to pay any amounts due hereunder as to one judgment shall not affect the obligation to repay all three judgments; provided however that if Defendants satisfy any judgment in full, they shall be released from any obligations for that judgment.

12. Defendants shall provide Counsel for the Plaintiff Class, promptly when available and for inspection on a confidential and attorneys' eyes only basis, with a copy of all material executed letters of intent and lending agreements supporting Defendants' ability to fund the three Judgments set forth above.

13. The Consent Judgment is unconditional, final, and not subject to collateral attack on jurisdictional, procedural or substantive grounds. Any judgment may be assigned, sold, hypothecated, or sent for collection if amounts remain outstanding. The Court retains jurisdiction over this Order and the Case.

Date: September 19, 2022



Hon. Judge Charles P. Kocoras